

City of Groveland
RFP# 2008-110A&B
Municipal Services and Water/Wastewater Impact Fee Studies

The City of Groveland is seeking a consultant to review and recommend revisions to the existing Municipal Services Impact Fee structure which consists of police, fire, recreation and administrative facilities impact fees and a consultant to review and recommend revisions to the existing Water and Wastewater Impact Fee structure. A proposal may be submitted for performing a Municipal Services Impact Fee study only (designated RFP#2008-110A), performing a Water and Wastewater Impact Fee study only (designated RFP# 2008-110B) or performing both a Municipal Services Impact Fee study and Water and Wastewater Impact Fee study (designated RFP# 2008-110A&B). The City will accept proposals until 2:00 P.M. on November 24, 2008. Proposals will not be accepted after 2:00 P.M. on November 24, 2008. A recommendation for award will be made to the City Council on December 1, 2008. Please address your response to Dolly Miller, Finance Director, 156 S. Lake Ave, Groveland, FL 34736.

BACKGROUND

The City of Groveland is located in Lake County, Florida, approximately 30 miles west of the City of Orlando. The City of Groveland has a population of approximately 7,000. The City of Groveland is a full-service municipality that provides its citizens with commercial and residential water and wastewater utility services, police, fire, public works, recreation, building permitting, planning and administrative services. The City operates under a Council-Manager form of government.

The City's most recent Municipal Services Impact Fee Study was conducted in 2005 and the most recent Water and Wastewater Impact Fee Study in 2006; since that time a slowdown in the building industry has caused population projections to become skewed thus forcing the City to work with a document that contains information not conducive to current economic conditions.

INSTRUCTIONS

Sealed proposals will be received by the City of Groveland, Groveland Florida at Groveland City Hall, attention Finance Department until November 24, 2008, at 2:00 p.m. Four (4) copies of either or both proposals shall be submitted.

Proposals shall be sealed and plainly marked on the outside of the envelope as follows:

RFP# 2008-110A, Municipal Services Impact Fee Study; or
RFP# 2008-110B, Water and Wastewater Impact Fee Study; or
RFP# 2008-110A&B, Municipal Services Impact Fee Study and Water and Wastewater Impact Fee Study.

Proposals received after the specified time will not be considered and will be returned unopened. Those persons or entities submitting a proposal shall assume full responsibility for timely delivery of the proposals.

Mail or deliver proposals to the following address:

**City of Groveland
Dolly Miller, Finance Director
156 S. Lake Avenue
Groveland, FL 34736**

Unsigned proposals will be considered incomplete and subject to rejection.

By signing the proposal(s), the proposer agrees that the proposal(s) is made without any misunderstanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose; and, that the proposal(s) is in all respects fair and without collusion or fraud.

It is agreed by the undersigned proposer that the signing and delivery of this proposal(s) represents the proposer's acceptance of the terms and conditions of the foregoing specifications and provisions; and, if awarded the contract by the City, will represent the agreement between the parties.

Proposals will be publicly opened and read aloud in the City Hall Conference Room, Groveland City Hall, 156 S. Lake Avenue, Groveland, Florida 34736 at 2:05 p.m., Monday, November 24, 2008. All proposers responding to this request will be notified in writing as to the final outcome of this process. It is anticipated that notifications will be mailed within three (3) weeks of the contract being awarded.

Please check your proposal before submission of Proposals, as no changes will be allowed after bid opening. Do not use pencil when inserting prices, use ink or typewriter only. Be sure all required bid sheets and forms are signed.

All items quoted must be in compliance with all specifications.

Failure to comply with these specifications and instructions will result in disqualification of your proposal.

The City reserves the right, at its sole and absolute discretion, to reject any or all proposals, to waive technicalities or to accept that proposal which, in its judgment, will, under all circumstances, best serve the public interest of the City of Groveland. Cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to, or be borne by , the City of Groveland, Florida.

Project Schedule

The schedule for the completion of the study is anticipated to be three (3) months from the date of the execution of the contract between the City and the Contractor to the transmittal of the adopted final document and materials to the City of Groveland. Time is of the essence, the Contractor is encouraged to begin the study immediately after the execution of the contract.

Tentative Schedule

- November 24, 2008 Proposals Due
- December 1, 2008 Contract Awarded
- March 2, 2009 Final Study Due

TERMS AND CONDITIONS

The City of Groveland is seeking one or more consultants to review and recommend revisions to the existing Municipal Services Impact Fee structure which consists of police, fire, recreation and administrative facilities impact fees and a consultant to review and recommend revisions to the existing Water and Wastewater Impact Fee structure. The consultant or consultants awarded this contract must meet or exceed all terms, conditions, and specifications of the City of Groveland.

This contract(s) may be cancelled by the City or the Contractor upon giving at least thirty (30) days written notice prior to cancellation; except that non-performance on the part of the Contractor will be grounds for termination. Termination will take place within five (5) days of notification.

1. Attach proof of proper license and trade certifications.
2. The firm awarded this contract(s) agrees to comply with all laws, codes, rules & regulations bearing on the conduct of work, including those of the Federal, State, County, and City of Groveland.
3. The Contractor shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents, or Sub-Contractors, and its insurer shall reimburse the City for any damage or loss within thirty (30) days after a claim is submitted.
4. The firm awarded this contract(s) must be fully insured.
5. By submitting a Proposal, the proposer certifies fully reading and understanding this request for proposal and certifies full knowledge of the scope, nature, quantity and quality of work to be performed, and detailed requirements of the services to be provided, and the conditions under which the services are to be performed.
6. Figures quoted shall remain firm for ninety (90) days or until acceptance of the offers quoted and agreement signed.

7. **Reserved Rights of the City** – The City of Groveland reserves the right to accept or reject any or all proposals which it may deem to best served the interest of the City. The right is reserved to waived technicalities or informalities. Proposer warrants that prices, terms, and conditions quoted on this proposal will be firm for acceptance for a period of ninety (90) days from date of bid opening.
8. The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in bid; Tax Exemption Certificate will be furnished upon request.
9. The City of Groveland requires that any and all changes to the original contract(s) shall be in writing and approved in advance by the Finance Director, followed by a written modification signed by both parties and approved by the City Manager and/or the City of Groveland Council (if required).
10. **Public Records** – Upon award recommendation or ten (10) days after opening, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.
11. Payment will be accomplished by submission of invoice, with itemization of all worked performed. Mail invoices to :

**City of Groveland
Attention: Accounts Payable
156 S. Lake Avenue
Groveland, FL 34736**

Once the City representative has approved the invoices, payment will be made within thirty (30) days.

12. Obligations of the City of Groveland – Upon award, the Contractor shall receive all instructions from Dolly Miller or her designee. (City Representative)
13. **Manner of Performance**
 - The Contractor shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and Scope of Services laid forth by the City. The Contractor shall coordinate its activities with the City representative as not to conflict with any operation or activities scheduled by the City.
 - The Contractor will abide by all State and Federal Regulations on wages and hours of an employee.
 - The Contractor shall be responsible for all its employees, Sub-Contractors, and their actions during the term of this contract with the City of Groveland.
 - The Contractor shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions

hereunder and shall pay promptly when all fees become due. Copy of licenses should be submitted with the proposal.

- The firm awarded this contract(s) will provide an implementation schedule. This schedule must be submitted and approved by the City representative in advance of start date.
- Cost of submittal of this proposal(s) is considered an operational cost of the proposer and shall not be passed on to be borne by the City.
- Please make sure all forms and proposal sheets requiring signatures are completed, signed and returned in a sealed envelope marked on the outside as follows:

RFP# 2008-110A, Municipal Services Impact Fee Study; or

RFP# 2008-110B, Water and Wastewater Impact Fee Study; or

RFP# 2008-110A&B, Municipal Services Impact Fee Study and Water and Wastewater Impact Fee Study.

- Failure to comply with these specifications and instructions will result in disqualification of your proposal(s).

14. Evaluation of Proposals: Award shall be made to the responsible proposer whose proposal(s) is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

- A. References
- B. Experience of the proposer's business and employees of the business as it relates to similar work.
- C. Total Price
- D. The sufficiency of financial resources and ability of business to perform this contract.
- E. The ability, capacity and skill of the proposer and personnel to be assigned to this project to perform the service required.
- F. Company History
- G. Location of Business
- H. Completeness of technical submittal, conformance to specifications and approach to project.
- I. Such other information as many be requested or secured.

15. Interpretation of Documents - If any person contemplating submitting a proposal(s) is in doubt as to the true meaning of any part of the scope of services or procedural documents, or finds discrepancies in or omissions in the scope of services, he/she may submit to the Finance Director a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. The finance department will review the written request and decide if an addendum is issued; any addendum issued will be posted on the City of Groveland's website at

www.groveland-fl.gov. It will be the responsibility of the proposer to review the website prior to submitting a proposal(s) to ascertain if any addendum has been issued.

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, bureau, employee or public official for the City of Groveland during the submission process, except as provided in paragraph 15.1. Communication initiated by a proposer may be grounds for disqualifying the offending proposer.

15.1 Questions regarding Scope of Services and or Proposal Documents should be addressed to Dolly Miller, Finance Director City of Groveland, 156 S. Lake Avenue, Groveland, Florida 34736.

16. Conflict of Interest – The award hereunder is subject to Chapter 112, Florida Statute. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee or elected official of the City of Groveland. Further, all proposers must disclose the name of any City of Groveland employee or elected official who owns, directly or indirectly, an interest in the proposer's firm or any of its branches.

17. Proprietary Information – In accordance with Chapter 119 of the Florida State Statutes (public Records Law) and except as may be provided by any other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to specifically identify any information contained in their proposals which they consider confidential and/or proprietary and which they believed to be exempt from disclosure, citing specifically the applicable exempting law.

18. City Property – All proposals received from proposers in response to this Request for Proposal will become property of the City of Groveland and will not be returned to the proposers. In the event of contract award, all documentation produced as a part of the contract will become the exclusive property of the City.

19. Right to Audit Records – The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract, unless a shorter period is otherwise authorized in writing.

20. Proposal Format – (minimum requirements) In order to insure a uniform review process and to obtain the maximum degree of compatibility , it is required that the proposals be organized in the manner specified below:

- A. Title Page – Request for Proposal # 2008-110A Municipal Services Impact Fee Study; or
Request for Proposal #2008-110B, Water and Wastewater Impact Fee Study; or
Request for Proposal #2008-110A&B, Municipal Services Impact Fee Study and
Water and Wastewater Impact Fee Study

(As applicable)

- B. Table of Contents –

- C. Letter of Transmittal – A signed letter of transmittal briefly stating proposer's understanding of the work to be done, the project timetable for completion of study and statements why the proposer believes it is best qualified to perform this project.

- D. Company History – Provide a brief history of the firm, including number of years in business, organizational structure and list of personnel to be assigned to this project.

- E. Qualification – Provide professional credentials, certifications and experience of the firm and each of the personnel who will work on this project (include resumes).

- F. Scope Response – Describe your complete understanding of the scope of services and the City's needs and any specialized skills that is available from your firm.

- G. Approach to Project – Provide in detail your firms approach and methodology as it relates to the impact fee study. Include a detailed time schedule for start and completion of project.

- H. References – The proposed should list similar projects completed in the last five (5) years with other Government Entities. Indicate the scope of work, principal staff, name and phone numbers of client contact.

- I. Statement of Litigation – Provide a list of current litigations, outstanding judgment and liens, if any, against the firm or personnel to be assigned to this project or that have been filed in the last five (5) years.

- J. Financial Statement – Provide a statement reflecting the financial position of the firm.

- K. Required Forms – Included in RFP package

L. Price Proposal Form – Included in RFP package. The proposal should provide the total, all inclusive, maximum fees for either each single report and/or both if proposer is submitting a proposal for both studies. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is outside the Scope of Services of this project, the City of Groveland reserves the right to negotiate a fixed fee for such services. Attach your hourly rate and expense schedule with estimated hours that your firm used to derive the proposed fixed fee.

21. Submission of Proposals – The City reserves the right to conduct personal interviews and may require presentations of any or all proposers prior to selections. The City will not be liable for any costs incurred by the proposer in connection with such interview. The City reserves the right to request the proposer modify the proposal to more fully meet the needs of the City.

22. Existing Data – Upon request, the City shall provide to the selected proposer any data available as it pertains to the work to be performed under this contract.

23. Sample Contract - A sample contract from the proposing firm is required to be submitted along with the proposal.

24. Staff Participation -The City envisions that the Consultant will be responsible for the majority of the tasks involved with this project. Key tasks that the City staff will be responsible for include:

- Collection of pertinent secondary source information
- Providing financial and budgetary documentation as requested
- Reviewing of draft reports prior to their reproduction and distribution
- Coordinating and scheduling of meetings between the Consultant and City Staff
- Providing interim briefings to the City Council on the progress of the project
- Additional team involvement as mutually agreed upon

SCOPE OF SERVICES

1. *Municipal Services Impact Fee Study* – This report should include an economically and legally supportable set of impact fee revisions to the police, fire, recreation and administrative facilities impact fee structure. The scope of work should include the following:

- a. Analyze the capital requirements of the City, which are needed to meet the level of service standards of the City. This analysis should include a review of the existing and future facility and equipment inventory of each specific municipal function; service area population and development demographics and future needs; and services provided by class of customers.

- b. Develop an appropriate fee to be charged to new development in order to recover the capital costs associated with providing municipal services associated with administrative facilities and protective and recreation services. This analysis should include the apportionment of costs among customers/development classifications, and the development of the fee per equivalent billing unit.
- c. Develop a comparison of the impact fees and associated billing attributes of similar charges imposed by other neighboring jurisdictions.
- d. Prepare a report that documents the analyses, assumptions and conclusions for consideration by the City.
- e. Impact fee recommendation should be allocated between residential and commercial customer base, if appropriate.
- f. Meet with the City manager and staff to discuss the recommendations and review the report prior to issuance of the final report.
- g. Issue final report
- h. Assist the City in preparation of ordinance
- i. Meet with City Council at public hearings to present the report and proposed ordinance and to explain any findings and recommendations.

SCOPE OF SERVICES

2. ***Water and Wastewater Impact Fee Study*** - This report should include an economically and legally supportable set of impact fee revisions to the Water and Wastewater Impact Fee structure. The scope of work should include the following:
 - a. An Analysis of the capital requirements of the City, which are needed to meet the level of service standards set forth by the City. This analysis should include a review of the existing and future facility and equipment inventory of both water and wastewater infrastructure within the service area, population and development demographics and future needs; and services provided by class of customers.
 - b. Develop an appropriate fee to be charged to new development in order to recover the capital costs associated with providing water and wastewater services. This analysis should include the apportionment of costs among customers/development classifications, and the development of the fee per equivalent billing unit.
 - c. Develop a comparison of the impact fees and associated billing attributes of similar charges imposed by other neighboring jurisdictions.

- d. Prepare a report that documents the analyses, assumptions and conclusions for consideration by the City.
- e. Impact fee recommendation should be allocated between residential and commercial customer base, if appropriate.
- f. Meet with the City Manager and staff to discuss the recommendations and review the report prior to issuance of the final report.
- g. Issue final report
- h. Assist the City in preparation of ordinance
- i. Meet with City Council at public hearings to present the report and proposed ordinance and to explain any findings and recommendations.

City of Groveland
RFP # 2008-110A&B
Municipal Services Impact Fee Study
And
Water/Wastewater Impact Fee Study
COMPANY INFORMATION

IMPORTANT: This form must be returned with the Bid Proposal Form. (Please print or type)

Company Name: _____

Street Address: _____

Mailing Address: _____

City, State & Zip: _____

Phone No. _____

Fax No. _____

E-Mail Address: _____

Type of Organization _____

Year Organized _____

Federal ID or SS# _____

Contact Person _____

State Licensed In _____

No. of Employees _____

Company Name (Please Print)

Authorized Signature

City of Groveland
RFP #2008-110A&B
Municipal Services Impact Fee Study
And
Water/Wastewater Impact Fee Study

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with above requirements.

Company Name (please print)

Authorized Signature

City of Groveland
RFP # 2008-110A&B
Municipal Services Impact Fee Study
And
Water/Wastewater Impact Fee Study

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addendum to RFP # 2008-110A&B.
(Give number and date of each)

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to submit acknowledgement of any addendum issued will cause for rejection of bid or proposal.

Company Name (please print)

Authorized Signature

City of Groveland
RFP # 2008-110A&B
Municipal Services Impact Fee Study
And
Water/Wastewater Impact Fee Study

PROPOSERS CERTIFICATION

I have carefully examined the Request for Proposal, Instructions for proposer, Terms and Conditions, Scope of Services, Proposal forms and all other documents accompanying or made a part of RFP # 2008-110A&B.

I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my Proposal will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded this Request for Proposal.

I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collision with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee, agent or elected official of the City of Groveland or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. The City of Groveland will not be responsible for any alleged misunderstanding of the services to be provided or any misunderstanding of conditions surrounding the performance thereof.

<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Name of Business	Sworn to and subscribed before me this _____ day of _____ 2008.
<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Signature	By: _____ Name of person making statement
<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Name & Title, Typed or Printed Seal:	Notary Public, State of _____ County of _____
<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Mailing Address	<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> Signature of Notary
<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> City, State, Zip Code	Personally know _____ - or -
<hr/> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> _____(_____)_____ Telephone Number	Produced Identification _____ Type: _____

City of Groveland
RFP # 2008-110A&B
Municipal Services Impact Fee Study
And
Water and Wastewater Impact Fee Study

Proposal Bid Form

Therefore, the undersigned, Hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extend of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Municipal Services Impact Fee Study and the Water and Wastewater Impact Fee Study.

- | | |
|--|--|
| 1. Municipal Services Impact Fee Study | Total Project Cost not to exceed \$_____ |
| 2. Water & Wastewater Impact Fee Study | Total Project Cost not to exceed \$_____ |
| Grand Total 1&2 | \$_____ |

(If applicable)

Attach your hourly and expense schedule with estimated hours that the proposer used to derive the proposed fix (not to exceed) fee listed above

Company Name (please print)

Authorized Signature